



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Valencia, 2026 ONLTB 6766

Date: 2026-01-21

File Number: LTB-L-077555-25

In the matter of: 327, 257 SHERBOURNE ST
TORONTO ON M5A3Y9

Between: Toronto Community Housing Corporation Landlord

And

Juan Sebastian Mesa Valencia Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Juan Sebastian Mesa Valencia (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 18, 2025.

The Landlord's agent Maryiem Maqsood, the Landlord's legal representative Laura MacPhee and the Tenant attended the hearing.

Determinations:

1. On August 25, 2025, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination alleging that on December 16, 2024, in the lobby of the residential complex, the Tenant took someone away at knifepoint and further alleging that on March 15, 2025 the Tenant threw furniture from balcony into the courtyard of the residential complex and sprayed paint into the mouth of his dog in the residential complex thereby seriously impairing the safety of persons in the residential complex and committing the following illegal acts:

- (a) Mischief/Property Damage Endangering Life; and
- (b) Administer Poison/Injurious Substance to an Animal or Bird

contrary to the *Criminal Code* (Canada).

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant concedes all the allegations and agrees that his behaviour has seriously impaired the safety of other persons, but he requests relief from eviction based on his circumstances.
4. Considering the totality of the evidence presented and the Tenant's admission, I find the Landlord has proven the grounds for termination under sections 61 and 66 of the *Residential Tenancies Act, 2006* (the 'Act') on a balance of probabilities.
5. The Tenant is contrite and has taken responsibility for his actions by entering guilty pleas to the criminal charges. He has been sentenced to three years of probation. The terms of the probation order were not in evidence.
6. The Tenant testified that the incidents were triggered by alcohol and drug addiction and mental health challenges which are now managed by medication, counselling and meetings. He testified that he is under the care of a doctor but has not seen them in a while. He testified that he's had no violent episodes since March 2025 but also testified he last used substances a few days before the hearing.
7. The Landlord's circumstances are that it houses other vulnerable residents in this 98-unit residential complex and has a legal obligation to provide them safe housing. The incidents the Tenant has admitted have disturbed the character of this community by creating fear and aggravating the challenges faced by other residents. The Landlord has support workers on-site who remain available to assist the Tenant if he requests it but he has not.
8. On considering all the disclosed circumstances, I must unfortunately conclude that termination of the tenancy would not be unfair. The Tenant has filed no documents that would allow the Board to properly understand the nature of his challenges and more importantly, to properly assess prospects for his recovery. Notes from his doctor, details about his support meetings, letters from his counsellor or probation officer were not presented. Without those details, I cannot have confidence that the Tenant is complying with professional advice nor share his optimism that his dangerous behaviour will not be repeated considering his admission that he is still using.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and the values enshrined in the *Human Rights Code* and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act to allow the Tenant additional time to find other housing.
10. The Tenant was required to pay the Landlord \$2,975.95 in daily compensation for use and occupation of the rental unit for the period from September 27, 2025 to November 18, 2025.

11. Based on the monthly rent, the daily compensation is \$56.15. This amount is calculated as follows: \$1,708.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.
4. The Tenant shall pay to the Landlord \$2,975.95, which represents compensation for the use of the unit from September 27, 2025 to November 18, 2025.
5. The Tenant shall also pay the Landlord compensation of \$56.15 per day for the use of the unit starting November 19, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$3,161.95.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.